Work Order / ID #336892

Issue Date: 17.06.2024 **Time Out Date:** **Due Date Completion: 17.06.2024**

CLICK HERE TO **SCHEDULE INSPECTION**
This will confirm the inspection date / time with ALL site contacts

CLICK HERE TO **SCHEDULE WORK**
This will confirm the job date / time with all site contacts

CLICK HERE TO **ADD INVOICE**
Invoices will be sent to the strata manager and owners corporation for approval

CLICK HERE TO INDICATE YOU'RE **AWAITING MATERIALS**

CLICK HERE TO INDICATE YOU'RE **AWAITING SITE CONTACT**

CLICK HERE TO **MESSAGE STRATA MANAGER**

CLICK HERE TO **DECLINE JOB**

Supplier

Name: All Doors (NSW)
Business Number: 96128338643
Phone: Jayme - 0417975669
Email: sales@alldoorsnsw.com.au

Strata Management Company

Fairwater Strata
Business Number 69166339251
Postal Address: PO Box 1899, Macquarie Centre NSW 2113
Phone: 02 9743 2359

Job Address

Plan Number: 95282
Building Address: 3-9 McDonald Street
Suburb: MORTLAKE
Postcode: 2137

Invoice Details

95282: 3-9 McDonald Street, MORTLAKE, 2137, NSW
c/o Fairwater Strata
Phone: 02 9743 2359
Email: invoices@fairwaterstrata.com.au

Suggested Time for Access

Shared / Important Building Documents

Strata Manager(s)

Name: Tamalii Nicholas
Phone:
Email: tamalii@fairwaterstrata.com.au

Job Details

Job Title: CP - Garage Door Stuck Open
Job ID: 336892
Job Description: Please attend today to fix the main garage roller door that is stuck open since Saturday morning (15/6/24).

The panel that controls the door doesn't seem to be operating as the LCD was out and door does not respond when residents pressed the up and down buttons.

There was a power outage in Mortlake during the week, possibly Tuesday. There was also tenant in Unit 3 who moved out during the week and had a removalist park outside the basement.

Please advise what could of caused this. Power outage or maliciously damage?

Thank you, Tamalii

Please email your invoice as a pdf, jpeg or Word document to invoices@fairwaterstrata.com.au
You must include Job #336892 In the Subject of the Email and On the Invoice as the PO Number.
This is an automated inbox for the processing of invoices only. Any enquires please email invoices@fairwaterstrata.com.au

WORK ORDER GENERAL TERMS AND CONDITIONS
1. Agreement
1.1. The General Terms and Conditions apply to the attached work order.
1.2. The work order is issued to the Contractor by Fairwater Strata Services Pty Ltd as agent for the Owners Corporation referred to in the attached work order.
2. Definitions
The Agent means by Fairwater Strata Services Pty Ltd.
The Owners Corporation means the Owners Corporation referred to in the attached work order.
The Contractor means the supplier referred to in the attached work order.
Goods and Services means the goods or services referred to in the attached work order.

Work Order means the work order accompanying these General Terms and Conditions.

3. Acceptance 3.1. The Contractor is taken to have accepted the work order if it notifies the Owners Corporation, or its Agent of its acceptance or at such earlier time as it delivers or commences to supply the goods or perform the services.

3.2. These Terms and Conditions apply between the parties as a binding agreement from the time of the Contractor's acceptance, as defined in this clause, and the Contractor agrees to supply the goods or perform the services.

4. Subcontracting

4.1. The Contractor must not subcontract or assign all or any part of its obligations under this work order without the prior written approval of the Owners Corporation, or its Agent.

4.2. Where the Contractor subcontracts any part of its obligations under this work order, the Contractor remains liable for its performance of all its obligations under the work order.

5. Warranties

5.1. The Contractor warrants that: (a) all relevant licenses, insurances, permits and other documentation required to carry out the obligations of the work order are current and are validly held;

(b) the Contractor and all of its personnel engaged by it in connection with carrying out the obligations of the work order have the resources and the qualifications, licenses, competence, skill and knowledge to supply the goods or perform the services;

(c) the goods or services will be fit for the purpose intended and fit the description of the goods or services referred to in the work order;

(d) the goods and any applicable installation of them or other materials will be complete, accurate, of merchantable quality and free from defects in design, construction and workmanship;

(e) it has all rights, title, licenses, interests and property necessary to supply the goods or perform the services;

(f) it will hand over to the Owners Corporation, or its Agent all relevant documentation and will provide the necessary training or instruction associated with the use or operation of the goods or services.

5.2. The Agent warrants that, it is authorised to issue the work order to the Contractor on behalf of the Owners Corporation.

5.3. Notwithstanding and in addition to any statutory warranties applicable to the work order, a warranty period for the goods or services provided pursuant to a work order is the period of 12 months commencing on the date that the Contractor has completed the services or delivered the goods or services pursuant to a Work order.

5.4. Any defect or failure in the goods or services must be corrected at the contractors cost to the satisfaction of the Owners Corporation, or its Agent.

6. Regulations and Authorities

6.1. The Contractor must comply with the requirements of all Authorities having jurisdiction over the site (including local councils) where the goods and services are to be provided and must obtain all necessary approvals, give and receive all notices and pay all fees and deposits.

6.2. The Contractor must comply with all relevant legislation, Australian Standards, Construction Codes and any Federal/State/Local government directives.

6.3. The contractor must carry out its own risk assessment based on the prevailing circumstances and site conditions.

6.4. Where the total value of any works specified in the work order exceed or are reasonably likely to exceed $5,000 but less than $20,000, the Contractor has a legislative obligation to enter into a written contract with the Owners Corporation prior to the commencement of work.

6.5. Where the total value of any works specified in the work order exceed or are reasonably likely to exceed $20,000 then the Contractor has a legislative obligation to enter into a home building contract with the Owners Corporation prior to the commencement of work.

7. Delay and Completion

7.1. If the Contractor, for any reason, is not able to supply the goods or provide the services by the agreed date or is not able to complete the services within the timeframe specified in the work order, then the Contractor must notify the Owners Corporation, or its Agent in writing and may in its absolute discretion grant an extension of time to the Contractor, provided that the delay is due to a cause beyond the reasonable control of the Contractor and further provided that the Contractor satisfies the Owners Corporation, or its Agent that it has used its best endeavors to prevent or overcome the delay.

7.2. The Owners Corporation is not obliged to approve a variation to a time stated in a work order. The Owners Corporation may in its absolute discretion elect to close off a work order if the Contractor is unable to meet the time stated in a work order.

7.3. In circumstances where services are performed in areas where accessibility is limited such as on a roof or inside a confined space, then the Contractor is required to submit photographic evidence of the works being completed.

7.4. In circumstances where the Contractor is performing services associated with the repair, maintenance, installation or commissioning of building fire safety systems and the fire brigade is called to attend to a false alarm, then the Contractor acknowledges that it may be liable for any costs associated with the attendance of the fire brigade.

8. Delivery of Goods and Services

8.1. Unless otherwise specified in the work order, goods shall be delivered by the Contractor to the nominated address, adequately packaged and protected to ensure safe delivery to the delivery point and by the date specified in the work order.

8.2. In respect of any goods supplied, property of the goods will pass to the Owners Corporation upon full payment being made by the Owners Corporation in respect of those goods.

8.3. Notwithstanding clause 8.2, the Contractor shall, for a reasonable period after delivery, be responsible for any loss or damage to the goods which may have occurred prior to delivery and for any noncompliance of the Goods at the time of delivery.

9. Suspension and Termination

9.1. The Owners Corporation, or its Agent may at any time by written notice suspend all or part of the work order for any reasonable cause. On receipt of the notice, the Contractor must cease work according to the notice of suspension and resume the work under the work order upon any notice by the Owners Corporation, or its Agent that the suspension is to cease.

9.2. In the event of a breach by the Contractor of any material term or condition of the work order which is not capable of remedy or is not remedied within seven (7) days of being notified of the breach, the Owners Corporation, or its Agent may terminate the work order in whole or part by written notice to the Contractor. For the purposes of this clause 9.2, a failure to perform any obligation by the time stipulated in the work order is deemed to be a breach of a material term or condition of this work order.

9.3. The Owners Corporation, or its Agent may terminate this work order by written notice to the Contractor if the Contractor is or becomes subject to proceedings which may result in the Contractor becoming bankrupt, wound up, under voluntary liquidation or subject to the control of an external receiver.

9.4. Notwithstanding any other provision of this work order, the Owners Corporation, or its Agent may terminate the Work order at any time.

9.5. In the event of suspension under clause 9.1 or termination under clause 9.2 the Contractor shall: (a) where the Owners Corporation, has not yet paid the Contractor, be entitled to payment by the Owners Corporation for any reasonable costs actually incurred by the Contractor as a direct result of the suspension or termination up to the date the suspension ceased or the date of termination, provided the Contractor provides adequate evidence of its costs to the Owners Corporation, or its Agent; and

(b) where the Owners Corporation has paid the Contractor, reimburse Owners Corporation for the goods or services not yet delivered or supplied, within 14 days of termination.

9.6. The warranties in clause 2.1 and the provisions of clause 8, survive the termination of the work order.

10. Payment 10.1. Except as otherwise specified in the work order, the Owners Corporation shall arrange payment of the Contractor's correctly rendered tax invoice provided that;

(a) the relevant goods or services have been received or performed in accordance with this work order; and

(b) the invoice bears the work order number and a description of the goods or services provided.

11. Indemnity, Liability and insurance

11.1. In accepting the Work order the Contractor accepts liability for and indemnifies the Owners Corporation and the Agent against any costs arising from or in connection with any damage, loss, injury or death caused or contributed to by the failure by the Contractor to observe any obligations it has in carrying out any contract, agreement or otherwise in providing the goods or services to the Owners Corporation.

11.2. The Owners Corporation and the Agent are not liable to the Contractor for any cost, damage, loss, injury or death caused by: (a) any person failing to comply with any Legislative requirement;

(b) the Contractor failing in any service or to comply with its obligations under this work order;

(c) an action taken by the Contractor; or

(d) the Contractor failing to act.

11.3. The Contractor must at its own expense maintain and when requested provide evidence of:

(a) Public and Product Liability insurance in the amount of not less than $10,000,000 per claim

(b) maintain statutory Workers Compensation insurance for all employees (or Personal and Accident Insurance or similar for sole traders);

(c) if required, hold a Professional Indemnity Insurance policy of not less than $1,000,000; and

(d) any other insurances as applicable to the nature of its business and the obligations to supply the goods or services under the work order.

11.4. The Contractor must ensure that every approved subcontractor engaged by them is insured to the same extent as the obligation on the Contractor in clause 11.3.

12. Work Health and Safety

12.1. The Contractor must comply with all relevant Legislative requirements and Federal/State/Local government directives concerning Work Health and Safety.

12.2. Without limiting the generality of clause 12.1:

(a) the Contractor must exercise all necessary precautions for the work health and safety of all persons, including the Owners, its employees, and members of the public who may be affected by its actions;

(b) the contractor must provide their employees with the appropriate safety measures including PPE when delivering their services; and

(c) the contractor must comply with specific Federal/State/Local government directives when conducting their duties e.g. social distancing, hygiene management.

12.3. The Owners Corporation, or its Agent will be entitled, but under no obligation, to issue directions in relation to health and safety issues and the Contractor must, at its own cost, comply with those directions to produce the highest level of health and safety.

12.4. The Contractor will provide evidence of having completed the necessary safe work method statements (SWMS) to the Agent prior to commencing and works or services.

13. Contractor Site Induction

13.1. The Contractor must complete the site induction specific to each building before performing any works required by the work order.